

Serial No. CIVENG-19-016-60-61

MERRIMACK RIVER FLOOD CONTROL

SPECIFICATIONS

FOR

REPAIR TO FLOOD CONTROL DIKE

LINCOLN, NEW HAMPSHIRE

10 June 1960

DESIGNED BY N.E.D.

U. S. ARMY ENGINEER DIVISION, NEW ENGLAND

CORPS OF ENGINEERS

WALTHAM, MASSACHUSETTS

U. S. ARMY ENGINEER DIVISION, NEW ENGLAND  
CORPS OF ENGINEERS  
424 Trapelo Road  
Waltham 54, Mass.

21 June 1960

ADDENDUM NO. 1 to Invitation for Bids Serial No. CIVENG-19-016-60-61 dated 10 June 1960 for REPAIR OF FLOOD CONTROL DIKE, LINCOLN, NEW HAMPSHIRE, bids for which will be opened 28 June 1960 at 3:00 p.m., E.D.S.T.

1. Prospective bidders and all concerned are hereby informed of the following changes in Invitation for Bids Serial No. CIVENG-19-016-60-61 and are requested to change all copies accordingly:

(A) SPECIFICATIONS, PART II, SPECIAL CONDITIONS

1/ Page SC-1, Paragraph SC-3 "CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS". The numeral "1" is inserted in the "Rev. No." column for the following drawing:

Drawing Consecutive No.	Drawing No.	Sheet No.	Title	Rev. No.
" 1	MER-1-1390	1 of 3	Location Plan	1 "

2/ Page SC-1, Subparagraph SC-5a. The subparagraph is deleted in its entirety and the following new subparagraph is substituted therefor:

"a. The physical conditions indicated on the drawings and in the specifications are the result of site investigations by surveys."

3/ Page SC-5, Paragraph SC-33 "SOILS AND MATERIALS CONTROL AND PAVEMENT EVALUATION". The words "AND PAVEMENT EVALUATION" are deleted from the paragraph title.

4/ Page SC-5, Subparagraph SC-33a(1). In lines five and six the following words are deleted: "and of concrete and bituminous paving work".

5/ Page SC-6, Paragraph SC-34 "CONSTRUCTION SIGN". In line two after "Drawing No. MER-1-1406" the following words are inserted:

", size 3 feet by 6 feet".

6/ Page SC-7, Paragraph SC-43 "PROJECT BULLETIN BOARD". At the end of the paragraph the following new paragraph is inserted:

"SC-44. USE OF EXISTING ACCESS ROADS. - The contractor's use of existing access roads shall conform to the requirements of Paragraph GC-4, PART I, GENERAL CONDITIONS, of these specifications."

(B) SPECIFICATIONS, PART III, TECHNICAL PROVISIONS.

1/ Page 1-1, Subparagraph 1-02b "Bedding Stone". In line twelve a period is inserted after the word "dimension", and the small letter "o" of the word "of" is capitalized to indicate the beginning of a new sentence.

2/ Page 1-3, Subparagraph 1-06a "Clearing and Grubbing". At the end of the subparagraph the following new sentences are added:

"The designated spoil area shall be cleared prior to deposit of waste material. Grubbing of the spoil area is not required."

3/ Page 1-4, Paragraph 1-08 "PLACEMENT OF BEDDING STONE". At the end of the paragraph the following new sentence is added:

"Existing timber cribbing behind the timber bulkhead shall be filled with bedding stone where required to support the river-side slopes of the bedding- and cover-stone."

4/ Page 1-4, Paragraph 1-09 "PLACEMENT OF COVER STONE". In line four the words "having an average thickness of 36-inches" are deleted and in line five the word "flat" is deleted.

5/ Page 1-5, Subparagraph 1-11c "Bedding Stone". At the end of the subparagraph the following new sentence is added:

"For measurement of the quantity of bedding stone, the cover stone will be considered having an average thickness of 36 inches measured perpendicular from the exterior face of the cover stone."

6/ Page 1-6, Subparagraph 1-11d "Cover Stone". The subparagraph is revised to read as follows:

"d. Cover Stone. - Cover stone will be measured along its exterior face and payment will be made on the number of square yards of cover stone acceptably placed to the lines and grades shown on the drawings."

(C) DRAWINGS. --

1/ The following drawing is revised as stated below and the revised sheet incorporating the change will be furnished the successful bidder:

(i) Drawing No. MER-1-1405, Sheet 3 of 3. -- On "DETAIL PLAN" the note "Channel Excavation Required in this Area. (Approx. 38' x 11' x 2' deep.)" is changed to "Channel Excavation Required in this Area. (Approx. 38' x 11' x 2' deep or to ledge.)".

2/ Revised drawing No. MER-1-1390, Sheet 1 of 3, Revision No. 1 is transmitted herewith.

2. This addendum must be acknowledged by insertion of Addendum No. "1" in the space provided therefor in the Bid Form or by separate letter or telegram prior to opening of bids. Failure to acknowledge all addenda may cause the bid to be considered not responsive to the invitation, which would require rejection of the bid.

U. S. ARMY ENGINEER DIVISION, NEW ENGLAND  
CORPS OF ENGINEERS

Incl:

Dwg. No. MER-1-1390,  
Sheet 2 of 3, Rev. 1

U. S. ARMY ENGINEER DIVISION, NEW ENGLAND  
CORPS OF ENGINEERS  
424 Trapelo Road  
Waltham 54, Mass.

24 June 1960

ADDENDUM NO. 2 to Invitation for Bids Serial No. CIVENG-19-016-60-61 dated 10 June 1960 for REPAIR OF FLOOD CONTROL DIKE, LINCOLN, NEW HAMPSHIRE, bids for which will be opened 28 June 1960 at 3:00 p.m., E.D.S.T.

1. Prospective bidders and all concerned are hereby informed of the following changes in Invitation for Bids Serial No. CIVENG-19-016-60-61 and are requested to change all copies accordingly:

(A) SPECIFICATIONS, PART III, TECHNICAL PROVISIONS.

1/ Page 1-2, Subparagraph 1-02c(3). - (i) The first sentence is deleted and the following sentence is substituted therefor:

"Each stone shall be a quarried stone with one flat face and shall be roughly rectangular or angular in shape."

(ii) The last sentence is deleted and the following sentences are substituted therefor:

"Each individual cover stone shall normally have a thickness of 30 inches but may vary from 18 to 42 inches in average thickness measured at right angles to the nearly flat face. Each individual cover stone placed shall weigh at least 3 tons; however, 25 percent of the number placed may weigh between 2 and 3 tons."

2/ Page 1-4, Paragraph 1-09 "PLACEMENT OF COVER STONE".--(1) In the first line at the top of page 1-5 after "voids" the following new sentence is inserted:

"Each stone weighing less than three tons shall be surrounded by larger size stone."

(ii) In the eighth line from top of page 1-5, "3 tons" is changed to "2 tons".

2. This addendum confirms telegraphic information forwarded this date and must be acknowledged by insertion of Addendum No. "2" in the space provided therefor in the Bid Form or by separate letter or telegram prior to opening of bids. Failure to acknowledge all addenda may cause the bid to be considered not responsive to the invitation, which would require rejection of the bid.

U. S. ARMY ENGINEER DIVISION, NEW ENGLAND  
CORPS OF ENGINEERS

**NED**

**NEW ENGLAND DIVISION**

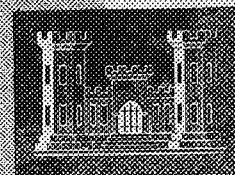


**Wear Your  
HARD  
HAT**

*"a  
little care  
makes  
mishaps rare"*



**The Head You Save  
WILL BE  
YOUR OWN**



**U.S. ARMY CORPS OF ENGINEERS**



INFORMATION NOTICE NO. 1

PROJECT: Repairs to Flood Control Dike, Lincoln, New Hampshire  
(Invitation No. CIVENG-19-016-60-61)

SUBJECT: Conducted Inspection of Site

1. The site of the work is on the property of the Franconia Paper Company. In order to inconvenience the owners as little as possible and to assist the bidders, a conducted inspection of the site will be made on Tuesday, June 21, 1960 at 1:00 p.m., E.D.S.T. The group will meet in front of the main office of the Franconia Paper Company at the site.

2. Those who make an inspection at any other time than that scheduled above are requested to inform the Franconia Paper Company at the main office before proceeding with their inspection of the site.

REFERENCE

Serial No. CIVENG-19-016-60-61

DATE

10 June 1960

INVITATION FOR BIDS  
(CONSTRUCTION CONTRACT)

NAME AND LOCATION OF PROJECT

REPAIR OF FLOOD CONTROL DIKE,  
LINCOLN, NEW HAMPSHIRE

DEPARTMENT OR AGENCY

Department of the Army  
Corps of Engineers

By (Issuing Office) Division Engineer  
U. S. Army Engineer Division, New England  
424 Trapelo Road  
Waltham 54, Massachusetts

Sealed bids in duplicate for furnishing all labor, equipment, and materials and performing all work for the project described herein will be received until 3:00 p.m., E.D.S.T. 28 June 1960 at the address of the Area Engineer, U.S. Army Engineer Area, Baxter Building, 562 Congress St., Portland, Maine.

and then publicly opened.

Information regarding bidding material, bid guarantee, and bonds

1. Bids may be mailed to: The Area Engineer, U.S. Army Engineer Area, Baxter Building, 562 Congress St., Portland, Maine.

2. In lieu of mailing, bids may be delivered in advance to: The Bids Receiving Desk, 2nd Floor, 562 Congress St., Portland, Me. Just prior to the bid opening, bids may be delivered directly to the Contracting Officer, in the Bid Opening Room.

3. Bids will be opened at: The Office of the Area Engineer, 2nd Floor, 562 Congress St., Portland, Maine.

4. Bids shall be submitted on Standard Form 21 (Bid Form - Construction Contract) and shall be prepared in accordance with Standard Form 22 (Instructions to Bidders). The bidder who is awarded the contract will be required to execute the standard contract form for construction contracts (Standard Form 23) attached hereto with Standard Form 23A, General Provisions and supplement thereto, which set forth the contract clauses.

5. Bid Bond on U.S. Standard Form No. 24 in a penal sum of not less than 20% of the bid price or in a penal sum of \$1,000,000, whichever is the lesser amount will be required with each bid if the bid price is in excess of \$2,000. Failure to submit Bid Bond with bid will cause bid to be rejected.

Description of Work. - The work consists of furnishing all plant, labor, materials and equipment and performing all work in strict accordance with the specifications, drawings, and schedules for the restoration of an existing dike, construction of a flank dike, minor channel improvements and other related facilities, East Branch Pemigewasset River, Lincoln, New Hampshire, as follows:

Specifications entitled: "REPAIR OF FLOOD CONTROL DIKE, LINCOLN, NEW HAMPSHIRE"

Drawings as listed in Paragraph SC-3 of the specifications.  
Schedules as set forth in the Bid Form.

BIDS MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THIS INVITATION FOR BIDS (INCLUDING ATTACHMENTS). THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS IS PRESCRIBED IN (18 U.S.C. 1001).

Information regarding liquidated damages (if any), payments, etc., is attached or made a part of the specifications. Bids shall be submitted on the forms furnished or copies thereof. DES



READ THE FOLLOWING IN CONJUNCTION  
WITH INSTRUCTIONS TO BIDDERS  
(U. S. STANDARD FORM 22)

SUPPLEMENT TO INVITATION FOR BIDS  
(Construction Contract)

1. Each bidder shall, upon request of the Contracting Officer, furnish a list of the plant available to the bidder and proposed for use on the work.

2. Plans and Specifications. - Sets of drawings and specifications will be furnished upon receipt of a payment of \$1.50 per set for full-size drawings. Individual sheets will be available only after date of issue and at a cost of \$.50 per sheet for full-size drawings with a minimum charge of \$1.00. Payments will be in the form of a United States Money Order or a check payable to the Treasurer of the United States and may be mailed to the Division Engineer, U. S. Army Engineer Division, New England, 424 Trapelo Road, Waltham 54, Mass., or delivered personally to the Procurement Branch, Bldg. 109 South, at the above address. Payments will not be refunded and drawings need not be returned to the Division Engineer.

3. Modifications prior to date set for opening bids. The right is reserved, as the interest of the Government may require, to revise or amend the specifications and/or drawings prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Invitation for Bids. Copies of such addenda as may be issued will be furnished to all prospective bidders. If the revisions and amendments are of a nature which require material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the Division Engineer will enable bidders to revise their bids. In such cases, the addendum will include an announcement of the new date for opening bids.

4. The Government further reserves the right to make award on any or all schedules of any bid, unless the bidder qualifies such bid by specific limitation; also to make award to the bidder whose aggregate bid on any combination of bid schedules is low.

5. Bidders are required to acknowledge receipt of all addenda to this invitation on the Bid Form (Standard Form 21) in the space provided, or by separate letter or telegram prior to opening of bids. Failure to acknowledge all addenda may cause the bid to be considered not responsive to the invitation, which would require rejection of the bid.

6. If the bidder, by checking the appropriate box provided therefor in his bid, has represented that he has employed or retained a company or

READ THE FOLLOWING IN CONJUNCTION  
WITH INSTRUCTIONS TO BIDDERS  
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SUPPLEMENT TO INVITATION FOR BIDS  
(Construction Contract)

person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure his contract, he may be requested by the Contracting Officer to furnish a completed Standard Form 119, "Contractor's Statement of Contingent or Other Fees for Soliciting or Securing Contract". If the bidder has previously furnished a completed Standard Form 119 to the office issuing this Invitation for Bids, he may accompany his bid with a signed statement, (a) indicating when such completed form was previously furnished, (b) identifying by number the previous invitation for bids or contract, if any, in connection with which such form was submitted, and (c) representing that the statements in such previously furnished form are applicable to this bid.

7. Priority Ratings and Allotments. - a. By authority of the Department of Defense, work required under these specifications is subject to all applicable rules and regulations of the Defense Materials System (DMS Regulation 1 as amended).

b. It is mandatory that the successful bidder and his subcontractors assign Priority Rating DO-C2 to all purchase orders for materials and equipment needed to meet the construction schedule of his contract.

c. It is also mandatory that allotments of Controlled Materials be utilized as specified in DMS Reg. 1 to provide insurance against delivery delays which might hinder military construction projects.

8. Technical inquiries regarding the plans and specifications during the bidding period shall be made to one of the following:

Mr. Francis Griffin  
Mr. Donald Mills

Waltham, Mass., Twinbrook 4-2400, Ext. 266  
Portland, Maine, Spruce 5-2328

9. Repeal of Federal transportation Tax on Property. - Section 4, Tax Rate Extension Act of 1958, (Act 30 June 1958, Public Law 85-475), in Part repealed the Federal excise tax on the transportation of property effective with respect to amounts paid for such transportation on and after August 1958.

Accordingly, any bid price(s) submitted hereunder which include freight charges should exclude any amount(s) for Federal excise tax on the transportation of property.

Wherein these instructions conflict with Clause 35, "Federal, State and Local Taxes", of the Supplement to General Provisions (Construction Contracts) S.F. 32A, March 1952 Edition, these instructions will govern.

READ THE FOLLOWING IN CONJUNCTION  
WITH INSTRUCTIONS TO BIDDERS  
(U. S. STANDARD FORM 22)

SUPPLEMENT TO INVITATION FOR BIDS  
(Construction Contract)

10. Information Regarding Buy American Act. - Pursuant to the Buy American Act (41 U. S. Code 10 a-d), it is generally required that only domestic construction materials will be used in the performance of the contract (See Clause entitled "Buy American Act" of General Provisions of Standard Contract Form 23). This requirement does not apply to construction materials, or their components, included in the list set forth in paragraph 6-206 of the Armed Services Procurement Regulation or set forth below:

- Antimony, as metal or oxide
- Asbestos, amosite
- Bismuth
- Cadmium, ores and flue dust
- Chalk, English
- Chrome, ore or chromite
- Cobalt, in cathodes, rondelles or other primary forms
- Cork, wood or bark and waste
- Damar gum
- Graphite, natural, crystalline, crucible grade
- Jute and jute burlaps
- Kaurigum
- Lac
- Logs, veneer, and lumber from Alaskan yellow cedar, angelique balsa, ekki, greenheart, lignum vitae, mahogany, and teak
- Mica
- Nickel, primary, in ingots, pigs, shot, cathodes, or similar forms; nickel oxide and nickel salts
- Rubber, crude and latex
- Shellac
- Tin, in bars, blocks, and pigs

Additional exceptions are permitted if the Government determines as to particular construction materials that the requirement would be impracticable or would unreasonably increase the cost. Therefore, bids or proposals proposing the use of nondomestic construction materials (other than those referred to above) may be eligible for award if such nondomestic construction materials are specifically designated in the bid or proposal and if accompanied by data demonstrating that, as to each such designated nondomestic construction material, use of any corresponding domestic construction material would be impracticable or would unreasonably increase the cost. If the Government determines that an exception from the Buy American Act should be made, an exception for the particular construction materials designated will be noted in the contract and the findings which justified the exception may be inspected upon request.

READ THE FOLLOWING IN CONJUNCTION  
WITH INSTRUCTIONS TO BIDDERS  
(U. S. STANDARD FORM 22)

SUPPLEMENT TO INVITATION FOR BIDS  
(Construction Contract)

To show that the use of a particular domestic construction material would unreasonably increase the cost, accompanying data must show that the cost of any available acceptable domestic construction material, delivered at the construction site would exceed by more than six percent (6%) the cost of the designated nondomestic construction material delivered at the construction site (including any applicable duty.) The accompanying data shall reflect a thorough canvas of dealers and suppliers handling the construction materials involved.

PART I  
GENERAL CONDITIONS  
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4/7/59

## PART I

### GENERAL CONDITIONS

GC-1. SCOPE OF WORK. - The work to be performed under this contract consists of furnishing all plant, materials, equipment, supplies, labor and transportation, including fuel, power, water (except any materials, equipment, utility or service, if any, specified herein to be furnished by the Government), and performing all work as required in the statement of work in the contract, in strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof, and including such detail drawings as may be furnished by the Contracting Officer from time to time during the prosecution of the work in explanation of said drawings.

GC-2. CHARACTER OF WORK AND MECHANICS. - The work shall be executed in the best and most workmanlike manner by qualified, careful and efficient mechanics in strict accordance with the drawings and specifications.

GC-3. SITE INVESTIGATION. - The contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government assumes no responsibility for any conclusions or interpretations made by the contractor on the basis of the information made available by the Government. The Government also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this contract, unless (i) such understanding or representations are expressly stated in the contract and (ii) the contract expressly provides that the responsibility therefor is assumed by the Government. Representations which are not expressly stated in the contract and for which liability is not expressly assumed by the Government in the contract shall be deemed only for the information of the contractor.

GC-4. OPERATIONS AND STORAGE AREAS. - a. All operations of the contractor (including storage of materials) upon Government premises shall be confined to areas authorized or approved by the Contracting



Officer. No unauthorized or unwarranted entry upon or passage through, or storage or disposal of materials shall be made upon Government premises. Government premises adjacent to the construction will be made available for use by the contractor without cost whenever such use will not interfere with other Government uses or purposes. The contractor shall be liable for any and all damage caused by him to such Government premises. The contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature or kind arising from any use, trespass or damage occasioned by his operations on premises of third persons.

b. Temporary buildings (storage sheds, shops, offices, etc.), may be erected by the contractor only with the approval of the Contracting Officer, and shall be built with labor and materials furnished by contractor without expense to the Government. Such temporary buildings and/or utilities shall remain the property of the contractor and will be removed by him at his expense upon the completion of the work. With the written consent of the Contracting Officer, such buildings and/or utilities may be abandoned and need not be removed.

c. The contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways or construct and use such temporary roadways as may be authorized by the Contracting Officer. Where materials are transported in the prosecution of the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, state or local law or regulation. When it is necessary to cross curbs or sidewalks, protection against damage shall be provided by the contractor and any damaged roads, curbs, or sidewalks shall be repaired by, or at the expense of the contractor.

GC-5. PROGRESS CHARTS, AND REQUIREMENTS FOR OVERTIME WORK. -

a. The contractor shall within 5 days or within such time as determined by the Contracting Officer, after date of commencement of work, prepare and submit to the Contracting Officer for approval a practicable schedule, showing the order in which the contractor proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plant and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The contractor shall enter on the chart the actual progress at the end of each week or at such intervals as directed by the Contracting Officer, and shall immediately deliver to the Contracting Officer three copies thereof.

b. If, in the opinion of the Contracting Officer, the contractor falls behind the progress schedule, the contractor shall take such steps as may be necessary to improve his progress and the Contracting Officer may require him to increase the number of shifts, and/or

overtime operations, days of work, and/or the amount of construction plant, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the Government.

c. Failure of the contractor to comply with the requirements of the Contracting Officer under the provision shall be grounds for determination by the Contracting Officer that the contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the Contracting Officer may terminate the contractor's right to proceed with the work, or any separable part thereof, in accordance with the delays-damages article of the contract.

GC-6. SUBCONTRACTORS. - Within 7 days after the award of any sub-contract either by himself or a subcontractor, the contractor shall deliver to the Contracting Officer a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted. The contractor shall at the same time furnish a statement signed by the subcontractor acknowledging the inclusion in his subcontract of the clause entitled "Nondiscrimination in Employment" prescribed by Paragraph 12-802 of the Armed Services Procurement Regulation and also the inclusion in his subcontract of Clauses 20 through 26 of Standard Form 23A (March 1953, prescribed by General Services Administration General Regulation No. 13). If, for sufficient reason, at any time during the progress of the work the Contracting Officer determines that any subcontractor is incompetent or undesirable he will notify the contractor accordingly and steps will be taken immediately for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this contract shall create any contractual relation between the subcontractor and the Government.

GC-7. QUALITY OF ARTICLES, MATERIALS AND EQUIPMENT. - a. Where articles, materials and equipment are required to conform to standard specifications or tests of the Government or other authorities incorporated by reference, they will conform to the respective editions, including amendments, specified.

b. Any samples and descriptive data required shall -

(1) Be submitted within the time specified in these specifications or, if not specified, within a reasonable time before use to permit inspection and testing.

(2) Be shipped prepaid and delivered as specified in these specifications, or as directed by the Contracting Officer.

(3) Be marked to show the name of the material, trade name of manufacturer, place of origin, name and location of the project where the material represented by the sample is to be used, and the name of the contractor submitting the sample.

c. Samples not subjected to destructive tests may be retained until completion of the work but thereafter will be returned to the contractor, if he so requests in writing, at his own expense. Failure of any sample to pass the specified requirements will be sufficient cause for refusal to consider further any samples from the same manufacturer whose materials failed to pass the tests.

GC-8. PROTECTION OF MATERIAL AND WORK. - The contractor shall at all times protect and preserve all materials, supplies and equipment of every description (including property which may be Government-furnished or owned) and all work performed. All reasonable requests of the Contracting Officer to inclose or specially protect such property shall be complied with. If, as determined by the Contracting Officer, material, equipment, supplies and work performed are not adequately protected by the contractor such property may be protected by the Government and the cost thereof may be charged to the contractor or deducted from any payments due to him.

GC-9. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION. - a. Any damage to existing structures or work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of this contract shall be repaired or restored promptly by or at the expense of the contractor.

b. The contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Contracting Officer. The contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

c. Care will be taken by the contractor in felling trees authorized for removal to avoid any unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations, shall be trimmed with a clean cut and painted with an approved tree pruning compound if required by the Contracting Officer. The contractor will be liable for or may be required to replace or restore at his own expense all vegetation not protected and preserved as required herein that may be destroyed or damaged.

GC-10. POSSESSION PRIOR TO COMPLETION. - The Government shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be deemed an acceptance of any work not completed in accordance with the contract.

If such prior possession or use by the Government delays the progress of the work or causes additional expenses to the contractor, an equitable adjustment in the contract price and/or the time of completion will be made and the contract shall be modified in writing accordingly.

GC-11. SUSPENSION OF WORK. - The Contracting Officer may order the contractor to suspend all or any part of the work for such period of time as may be determined by him to be necessary or desirable for the convenience of the Government. Unless such suspension unreasonably delays the progress of the work and causes additional expense to the contractor, no increase in contract price will be allowed. In the case of suspension of all or any part of the work for an unreasonable length of time causing additional expense, not due to the fault or negligence of the contractor, the Contracting Officer shall make an adjustment in the contract price in the amount of the additional proper expense and modify the contract accordingly. An extension of time for the completion of the work in the event of any such suspension will be allowed the contractor; provided however, that the suspension was not due to the fault or negligence of the contractor.

GC-12. LABOR REPORTS. - The contractor shall promptly furnish, and shall cause any subcontractors to furnish in like manner, within 7 days after the regular payment date of each weekly payroll, to the Contracting Officer, a copy of such payroll together with a statement of compliance with respect to the wages paid each of its employees (which shall not be deemed to apply to persons in classifications higher than laborers and mechanics and those who are the immediate supervisors of such employees) engaged on the work. The contractor shall also prepare and furnish such labor reports as may be required by the Department of Labor.

GC-13. CLEANING UP. - The contractor shall at all times keep the construction area, including storage areas used by him, free from accumulations of waste material or rubbish and prior to completion of the work remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the Government. Upon completion of the construction the contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to the Contracting Officer.

GC-14. DEFINITIONS. - a. Wherever in the specifications or upon the drawings the words directed, required, ordered, designated, prescribed, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Contracting Officer is intended and similarly the words approved, acceptable, satisfactory or words of like import shall mean approved by, or acceptable to, or satisfactory to the Contracting Officer, unless otherwise expressly stated.

b. Basic rate as used in contract Article 21, "Eight-Hour Law - Overtime Compensation," means the basic hourly straight time wage rate actually paid laborers and mechanics and is not necessarily the same as the minimum hourly rate referred to in Article 20, "Davis Bacon Act," and in the paragraph of the specifications entitled "Rates of Wages".

GC-15. BONDS. - a. Payment Bond. - If the contract exceeds \$2,000 the contractor agrees to furnish a payment bond with good and sufficient surety or sureties acceptable to the Government for the protection of persons furnishing material or labor in connection with the performance of the work under this agreement on U. S. Standard Form No. 25-A or U. S. Standard Form No. 27-A. The penal sum of such payment bond will be as follows: (1) When the contract price is \$1,000,000 or less, 50 percent of the contract price; (2) When the contract price is in excess of \$1,000,000 but no more than \$5,000,000, 40 percent of the contract price; (3) When the contract price is more than \$5,000,000, \$2,500,000.

b. Performance Bond. - If the contract price exceeds \$2,000 the contractor further agrees to furnish a performance bond with good and sufficient surety or sureties acceptable to the Government in connection with the performance of the work under this agreement on U. S. Standard Form No. 25 or U. S. Standard Form No. 27. The penal sum of such performance bond will be 100 percent of the contract price.

c. Any bonds required hereunder will be dated as of the same date as the contract and will be furnished by the contractor to the Government at the time the contract is executed.

GC-16. ACCIDENT PREVENTION. - a. In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract; the contractor will comply with all pertinent provisions of Corps of Engineers manual, EM 385-1-1, dated 13 March 1958, entitled "General Safety Requirements," as amended, and will also take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonably necessary for the purpose.

b. Prior to commencement of work the contractor will -

(1) Submit in writing his proposals for effectuating this provision for Accident Prevention.

(2) Meet in conference with representative of the Contracting Officer to discuss and develop mutual understandings relative to administration of the over-all safety program.

c. During the performance of work under the contract, the contractor shall comply with all procedures prescribed by the Contracting

Officer for the control and safety of persons visiting the job site and will comply with such requirements to prevent accidents as may be specified under the SPECIAL CONDITIONS of these specifications or issued by the Contracting Officer.

d. The contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, exposure data and all accidents resulting in death, traumatic injury, occupational disease, and/or damage to property, materials, supplies and equipment incident to work performed under this contract.

e. The Contracting Officer will notify the contractor of any non-compliance with the foregoing provisions and the action to be taken. The contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages by the contractor.

f. Compliance with the provisions of this article by subcontractors will be the responsibility of the contractor.

GC-17. INSPECTION. - The work will be conducted under the general direction of the Contracting Officer and is subject to inspection by his appointed inspectors to insure strict compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization of the Contracting Officer, nor shall the presence or absence of an inspector relieve the contractor from any requirements of the contract. As soon as practicable after the completion of the entire work, or any divisible part thereof as may be designated in these specifications, a thorough examination thereof will be made by the Contracting Officer at the site of the work. If such work is found to comply fully with the requirements of the contract, it will be accepted; and final payment therefor will be made in accordance with the article of the contract entitled "Payments to Contractors."

GC-18. ITEMS OF WORK. - A brief description of each item and the estimated quantity thereof are shown in the schedule attached to the Bid Form and listed in the Statement of Work in the contract. Unless otherwise provided in the SPECIAL CONDITIONS, within the limit of available funds, the contractor will be required to complete the work specified herein in accordance with the contract and at the contract price or prices.



PART II  
SPECIAL CONDITIONS  
(Index)

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SC-3	Contract Drawings, Maps and Specifications	SC-1
SC-4	Omitted	
SC-5	Physical Data	SC-1
SC-6	Rates of Wages	SC-2
SC-7	Variations in Estimated Quantities	SC-3
SC-8 & SC-9.	Omitted	
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## PART II

### SPECIAL CONDITIONS

SC-1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK. - a. The contractor will be required to commence work under this contract within 15 calendar days after the date of receipt by him of notice to proceed, to prosecute said work with faithfulness and energy, and to complete the entire work ready for use not later than 90 calendar days after date of receipt by him of notice to proceed. The time stated for completion shall include final clean-up of the premises.

SC-2. OMITTED.

SC-3. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS. - Ten (10) sets of contract drawings, maps and specifications will be furnished the contractor without charge. Additional sets will be furnished on request at the cost of reproduction. The work shall conform to the following contract drawings and maps, all of which form a part of these specifications and are available in the office of the U. S. Army Engineer Division, New England, 424 Trapelo Road, Waltham, Massachusetts. (The consecutive nos. shown do not appear on the drawings and are for reference purposes only. They are used only when more than one drawing number appears in the contract set.)

Drawing Consecutive No.	Drawing No.	Sheet No.	Title	Rev. No.
1	MER-1-1390	1 of 3	Location Plan	
2	MER-1-1404	2 of 3	General Plan & Section	
3	MER-1-1405	3 of 3	Detailed Plan & Sections	

SC-4. OMITTED.

SC-5. PHYSICAL DATA. - Information and data furnished or referred to below are furnished for information only and it is expressly understood that the Government will not be responsible for any interpretation or conclusion drawn therefrom by the contractor.

a. The physical conditions indicated on the drawings and in the specifications are the result of site investigations by (insert investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels, etc.) Materials obtained from the subsurface explorations together with the field logs are available for examination at the Corps of Engineers Soils, Foundation and Frost Effects Lab.,

New England Division Headquarters, 424 Trapelo Road, Waltham, Mass., telephone TWInbrook 4-2400, Ext. 367. It is requested that two days advance notice be given the laboratory in order that samples can be removed from storage and set up for examination.

b. Weather Conditions. - The monthly normal mean temperature and the monthly normal mean precipitation may be obtained by the contractor from the U. S. Weather Bureau, Boston, Massachusetts.

c. Transportation Facilities. - It will be the responsibility of the contractor to make his own investigation of transportation facilities and he will make his own arrangements for their use.

SC-6. RATES OF WAGES. - a. The minimum wages to be paid laborers and mechanics on this project, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are as set forth below.

b. Any class of laborers and mechanics not listed below employed on this contract shall be classified or reclassified conformably to the schedule set out below by mutual agreement between the contractor and class of labor concerned, subject to the prior approval of the Contracting Officer. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question, accompanied by the recommendation of the Contracting Officer, shall be referred to the Secretary of Labor for final determination.

(Predetermination No. U-21,988, dated 2 May 1960, for Repair of Flood Control Dike, involving placing of rock fill, protective stone covering and some clearing of the channel, Lincoln, Grafton County, New Hampshire.)

<u>Classification of Laborers and Mechanics</u>	<u>Minimum Rate of Wages Per Hour</u>
Carpenters H & H	\$ 2.90
Laborers H & H:	
Laborers	1.50
Air Tool op. (Jackhammer, vibrator)	1.50
Powdermen, Blasters	1.70
Truck Drivers - 2 axle	1.50
Truck Drivers - 3 axle	1.50
<u>Building, Heavy &amp; Highway Construction</u>	
<u>Power Equipment operators:</u>	
Shovels, cranes, derricks, draglines, pile drivers, road pavers - all three drum hoisting & trenching machine op.	3.65
Small Mixer Op.	2.55

Classification of Laborers  
and Mechanics

Minimum Rates of Wages  
Per Hour

Building, Heavy & Highway Construction

Two Bag Mixer Op.	\$3.05
Compressors up to & including 220 cu. ft.	2.65
Compressors 315 cu. ft. & over, pumps	3.10
Tournapulls & scrapers, graders, bulldozers and tractors	3.20
Boilers, road rollers, hoists, finishing machines material spreaders, maintenance engineers & similar machines	3.125
Assistant or firemen on steam machines	3.05
Assistant or oilers other than steam machines	2.55

c. Health and Welfare Funds. - The wage rates contained in this decision are straight hourly wage rates. In some areas, management and labor organizations in the construction industry have collectively bargained for health and welfare fund contributions. Such contributions are not included in wage rates determined by the Secretary of Labor for construction projects.

SC-7. VARIATIONS IN ESTIMATED QUANTITIES. - a. Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of such pay item is more than 115% or less than 87% of the estimated quantity stated in this contract, as modified, an equitable adjustment in the contract price shall be made upon demand of either party. For overruns the equitable adjustment shall be limited to the number of units by which the actual quantity exceeds 115% of the estimated quantities. For underruns the equitable adjustment shall be on the basis of the increase in the amount due under this contract because of the difference between the actual quantity and 87% of the estimated quantity.

SC-8 & SC-9. OMITTED.

SC-10. WATER. - The responsibility shall be upon the contractor to provide and maintain at his own expense an adequate supply of water for his use for construction and domestic consumption, and to install and maintain necessary supply connections and piping for same, but only at such locations and in such manner as may be approved by the Contracting Officer. Before final acceptance, temporary connections and piping installed by the contractor shall be removed in a manner satisfactory to the Contracting Officer.

SC-11. ELECTRICITY. - All electric current required by the contractor shall be furnished at his own expense. All temporary connections for electricity shall be subject to the approval of the Contracting Officer. All temporary lines will be furnished, installed, aconnected, and maintained

by the contractor in a workmanlike manner satisfactory to the Contracting Officer and shall be removed by the contractor in like manner at his expense prior to final acceptance of the construction.

SC-12. OMITTED

SC-13. LAYOUT OF WORK AND SURVEYS. - a. Layout of Work. - (1)  
From the base lines and bench marks established by the Government, the contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Contracting Officer may require to meet changed conditions or as a result of necessary modifications to the contract work.

(2) The contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and materials, and all labor as may be required in laying out any part of the work from the base lines and bench marks established by the Government. It shall be the responsibility of the contractor to maintain and preserve all stakes and other marks established by the Contracting Officer until authorized to remove them, and if such marks are destroyed, by the contractor or through his negligence prior to their authorized removal they may be replaced by the Contracting Officer, at his discretion, and the expense of the replacement will be deducted from any amounts due or to become due the contractor. The Contracting Officer may require that work be suspended at any time when location and limit marks established by the contractor are not reasonably adequate to permit checking of the work.

b. Quantity Surveys. - The contractor shall furnish all personnel, equipment and material required to make such surveys as are necessary to determine the quantities of work performed or in place. Government personnel will act as observers only. All original field notes, computations, and other records taken by the contractor for the purpose of quantity surveys shall be furnished promptly to the representative of the Contracting Officer at the site of the work; they shall become the property of the Contracting Officer and shall be used to the extent necessary in determining the amounts of payments due to the contractor under the article of the contract entitled "Payments to Contractors".

c. Verification. - The Government may make checks as the work progresses to verify lines and grades established by the contractor and to determine the conformance of the completed work as it progresses with the requirements of contract specifications and drawings. Such checking, by the Contracting Officer or his representative shall not relieve the contractor of his responsibility to perform all work in accordance with the contract drawings and specifications and the lines and grades given therein.

SC-14 to SC-27 Inclusive. OMITTED.



SC-28. SCHEDULING AND DETERMINATION OF PROGRESS. - a. Independent of partial payments made pursuant to General Provisions 7, Payments (Standard Form 23A), progress schedules prepared under the requirements of GC-5, Progress Charts, and Requirements for Overtime work, shall provide as schedule progress for only 25 percent of the estimated invoiced cost of materials or equipment delivered to the site but not incorporated in the work as of the time of the scheduled delivery thereof.

b. In determining progress accomplished the Contracting Officer will allow as an element of work accomplished (progress toward completion) only 25 percent of the invoiced cost of material or equipment delivered to the site but not incorporated in the construction up to the time the materials or equipment are actually incorporated in the work.

SC-29. PRIORITY RATINGS. - a. By authority of the Department of Defense, work required under these specifications is subject to all applicable rules and regulations of the Defense Materials System (DMS Regulation 1 as amended).

b. It is mandatory that the successful bidder and his subcontractors assign Priority Rating DO-C2 to all purchase orders for materials and equipment needed to meet the construction schedule of his contract.

c. It is also mandatory that allotments of Controlled Materials be utilized as specified in DMS Reg. 1 to provide insurance against delivery delays which might hinder military construction projects.

SC-30. OMITTED.

SC-31 & SC-32. OMITTED

SC-33. SOILS AND MATERIALS CONTROL AND PAVEMENT EVALUATION. -

a. Soils and Materials Control. - (1) The contractor shall furnish qualified personnel and vehicles, preferably pick-up trucks, the maintenance and operation of which will be the contractor's responsibility, and shall take samples and assist in the testing of all materials in connection with the control by the Government of soils and of concrete and bituminous paving work as directed by and under the supervision of the Contracting Officer. Personnel and equipment assigned to this work by the contractor will be subject to the approval of the Contracting Officer. The personnel and equipment provided shall be such as to permit sampling to be maintained currently with progress of construction, to insure the continuous performance of the work and to ascertain that all work conforms to specification requirements. In the event that borrow areas outside the project limits are utilized for any necessary borrow materials, personnel and equipment will be provided to take the samples therefrom

SC-34. CONSTRUCTION SIGN. - The contractor shall furnish and erect a construction sign conforming to the requirements of Drawing No. MER-1-1406. The sign shall be erected at a location selected by the Contracting Officer not later than 15 calendar days after notice to proceed. Upon completion of the work, the sign will remain the property of the contractor. No separate payment will be made for furnishing and erecting the sign.

SC-35. SAFETY SIGN. - The contractor shall construct a safety sign at a location directed by the Contracting Officer. The sign shall be 3 feet by 6 feet in size and shall conform to the requirements of Drawing No. 40-05-06, Sheet 1 of 1 attached hereto. The sign shall be erected as soon as possible and within 15 calendar days after date of notice to proceed. The data required by the sign shall be corrected as necessary. No separate payment will be made for erecting and maintaining the safety signs and all costs in connection therewith will be considered a subsidiary obligation of the contractor. The sign will remain the property of the contractor. Signs may be reused when satisfactorily reconditioned.

SC-36. ACCIDENT PREVENTION. - a. Contractor's Proposals. - The contractor's proposals for effectuating the requirements of paragraph SC-16, "Accident Prevention" shall be submitted in quadruplicate to the Resident Engineer as the Contracting Officer's representative.

b. Transportation of Explosives. - Transportation of explosives and other dangerous articles, by the contractor, shall be in accordance with appropriate regulations, local laws or ordinances, and the Corps of Engineers Manual "General Safety Requirements".

c. Outlining Loaded Hole Areas. - The contractor shall be required to clearly outline any loaded hole area, or areas. This may be accomplished by roping off the entire loaded hole area, or by markers of sufficient height, color and spaced so that the entire loaded hole area will be clearly and definitely outlined. The exact method of outlining such areas shall have the prior approval of the Contracting Officer.

d. Use of Swing Scaffolds. - In addition to the requirements of the Corps of Engineers Manual "General Safety Requirements", the following shall be required when swing scaffolds are used.

(1) A safety line, hung independent of the scaffold and its support, and which reaches the ground, shall be provided for each workman on a swinging scaffold.

(2) Each workman shall wear a safety belt attached to the safety line by an approved method so as to prevent a free fall of more than five feet.

SC-37 & SC-38. OMITTED.

SC-39. GOVERNMENT FIELD OFFICE. - Contractor shall provide a Field Office for the Government of approximately 80 sq. ft. within fifteen (15) calendar days after receipt by him of notice to proceed. This space may be a separate building or may be partitioned space within the contractor's construction building. Office or space provided shall be weather-tight and free from drafts. Windows shall be furnished as necessary to provide adequate natural light. The office shall be equipped with a cylinder lock on the door, a plywood top table approximately 6' by 4', and adequate heating, lighting and ventilating facilities. The contractor shall provide all services and supplies in connection with heating, lighting and maintaining the building. No separate payment will be made for the Government Field Office and all costs shall be included in the various items comprising the detailed bid schedule.

SC-40. IDENTIFICATION OF MECHANIZED EQUIPMENT. - All contractor's machinery, motor vehicles and mechanized equipment as may be required by the Contracting Officer, shall have posted in a conspicuous location on each piece of equipment, acceptable identification showing the owners name and an identifying number.

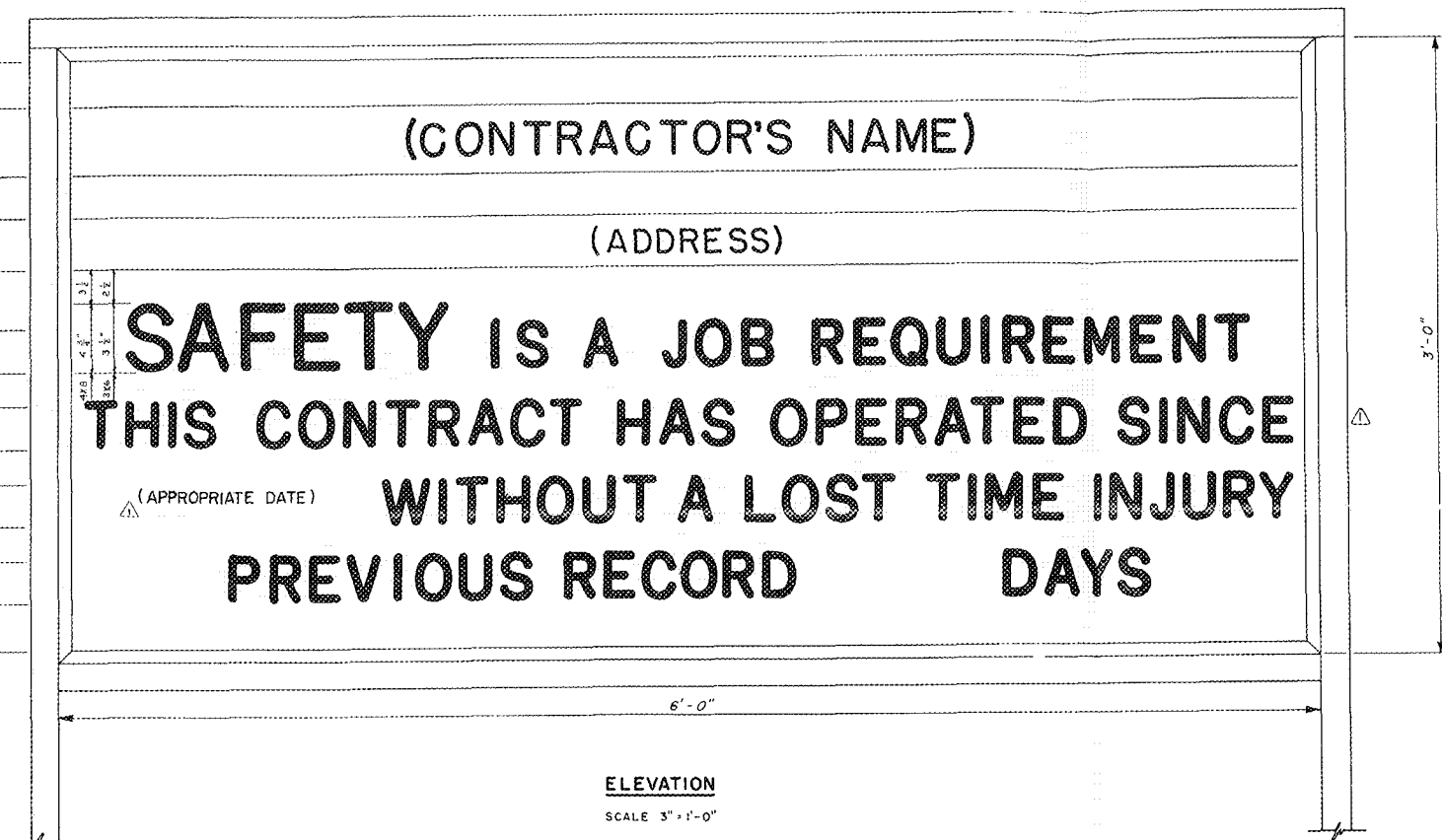
SC-41 & SC-42. OMITTED

SC-43. PROJECT BULLETIN BOARD. - The contractor shall furnish, install and maintain during the life of the project a weather-tight bulletin board approximately 3 feet high by 5 feet wide having not less than 2 hinged or sliding glazed doors with provisions for locking. The bulletin board shall be mounted, where and as approved by the Contracting Officer in a prominent place accessible to all employees. The bulletin board shall remain the property of the contractor and shall be removed by him upon completion of the contract work. The following information, which will be furnished by the Government to the contractor, shall be posted on the bulletin board and shall be maintained by the contractor in easily readable condition at all times for the duration of the contract.

a. The Equal Economic Opportunity poster as required by General Provisions (Standard Form 23A), Clause 19, Non-discrimination in Employment.

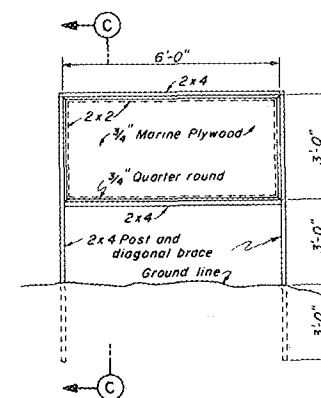
b. The schedule of minimum wage rates for the contract as required by General Provisions (Standard Form 23A) Clause 20, Davis Bacon Act with the minimum wage rate poster form (SOL-155).

3 3/4"	3 1/2"	3 1/2"	3 1/2"	3 1/2"	4 1/2"	5"	3 1/4"	4X8 3 1/2"N
2 1/2"	2 1/2"	2 1/2"	2 1/2"	2 1/2"	3 1/2"	4"	2 3/4"	3X5 3 1/2"N

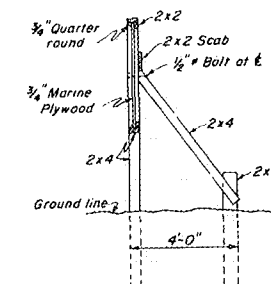


SCALE 3" = 1'-0"






*This elevation is of a 3' x 6' sign.  
See specifications for size required  
under this contract.*

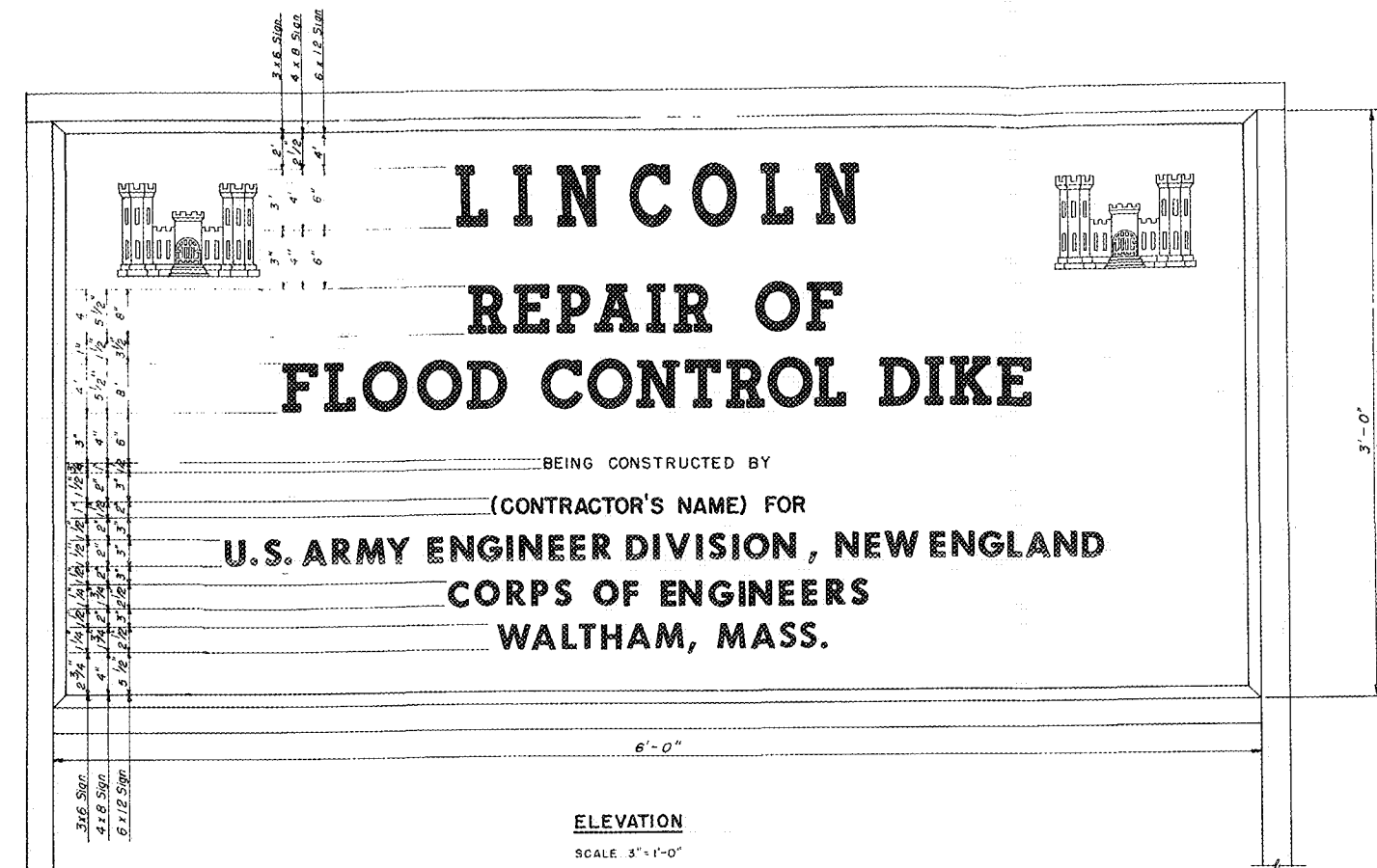


(4'x 8' SIGN SIMILAR)

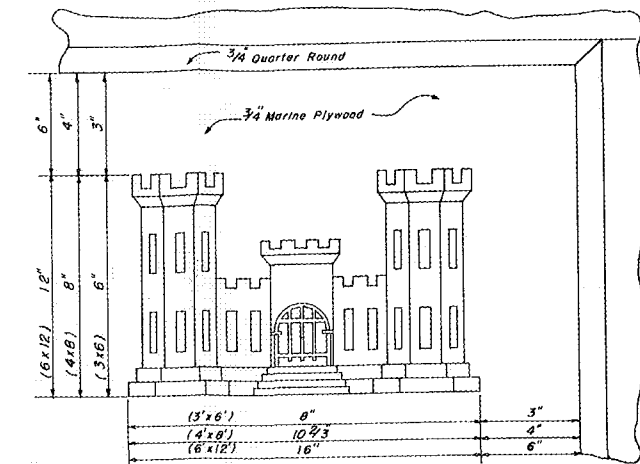


SECTION C-C

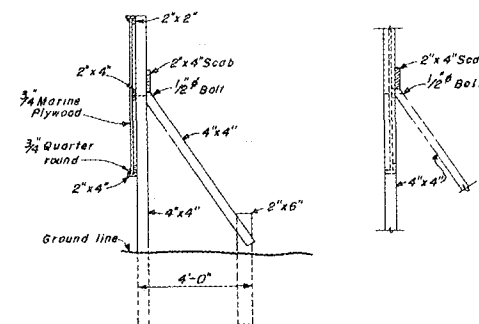
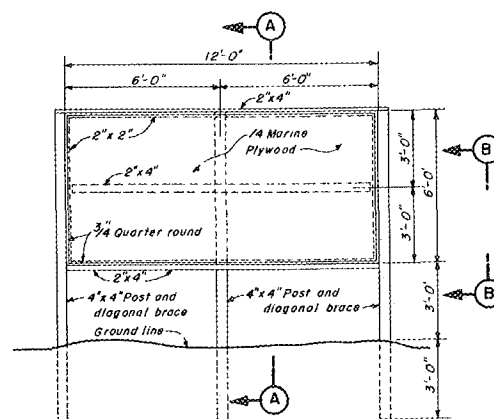
		1 11 77		Sign information and specifications revised.			
REVISION		DATE		DESCRIPTION		BY	
<p align="center">CORPS OF ENGINEERS U. S. ARMY OFFICE OF THE DIVISION ENGINEER NEW ENGLAND DIVISION BOSTON, MASS.</p>							
DES BY 11 77		DR BY 11 77		CR BY 11 77			
CHIEF DESIGN BRANCH				<p align="center"><b>SAFETY SIGN</b></p>			
PROJECT ENGINEER							
SUBMITTED BY 							
CHIEF MILITARY BRANCH							
APPROVED 		APPROVED 		DATE		JULY 1955	
CHIEF ENGINEERING BR.		COL. R. E. FOR THE DIVISION ENGINEER					
				<p>SCALE AS SHOWN SPEC NO. DRAWING NUMBER <b>40-CS-06</b> SHEET 1 OF 1</p>			



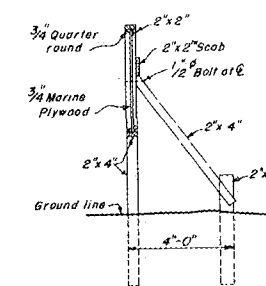
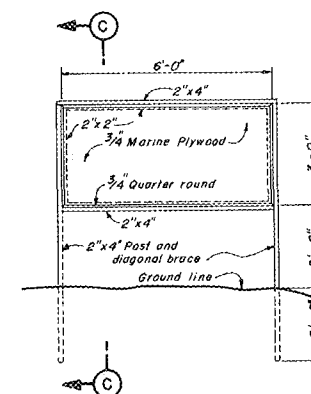
**NOTE:**  
This elevation is of a 3' x 6' sign.  
See specifications for size required  
under this contract.

**SPECIFICATIONS**

1. Posts, rails and bracing shall be No. 1 yellow pine or approved equal S4S-Fed. Spec. MM-L-751c.
2. All exposed surfaces shall be given one coat of linseed oil and wiped prior to primer coat.
3. All exposed surfaces shall be given one coat of exterior lead and oil primer-Fed. Spec. TT-P-25a and two finish coats of white exterior oil paint-Fed. Spec. TT-P-104.
4. Black lettering and red Engineer Castles shall be Kem Bulletin Colors C80 B1 and C20 R7 respectively as manufactured by Sherwin-Williams Co. or approved equal.
5. Marine Plywood shall conform to Commercial Standard CS-45, exterior type, Grade A-C.



**CONSTRUCTION SIGNS**  
SCALE 3/8" = 1'-0"



**CONSTRUCTION SIGN**

DRAWING NUMBER  
MER-1-1406

SECTION 1  
EXCAVATION, EARTHWORK, AND STONE PROTECTION  
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## SECTION 1

### EXCAVATION, EARTHWORK, AND STONE PROTECTION

1-01. SCOPE. - This section covers excavation, earthwork, and the construction of stone protection, complete.

1-02. MATERIALS AND SOURCES. - a. Earth Fill. - Materials for earth fill shall be obtained from the existing borrow pit located to the west of the Franconia Paper Company Plant on land owned by the Franconia Paper Company. Necessary clearing, grubbing, disposal of debris, and satisfactory drainage of the borrow pit shall be considered incidental operations to the borrow excavation and shall be performed by the contractor at no additional cost to the Government. Materials obtained from required excavations may be used as earth fill, provided that they are of a granular nature containing at least 40 percent, by dry weight, particles passing the No. 4 U.S. Standard Sieve, and of the component passing the No. 4 sieve, no more than 15 percent by dry weight, passing the No. 200 U.S. Standard Sieve. All earth fill materials shall be free of brush, sod, roots, wood chips, and other perishable matter, and shall be approved by the Contracting Officer prior to their use.

b. Bedding Stone. - Bedding stone shall be obtained from the northwestern portion of the river channel between the dam and a point opposite Station 14/65 on the base line and to the southeast of a line 10 feet to the southeast of the toe of the proposed cover stone. Excavations for bedding stone shall be done in certain portions of this area as approved by the Contracting Officer. If a sufficient quantity of suitable bedding stone can not be obtained within the approved areas with the depth of excavation not exceeding 18 inches below the water surface, bedding stone shall be obtained from other areas within the river channel downstream or west of the defined areas. The bedding stone shall be cobbles and boulders generally ranging from 6 to 24 inches in maximum dimension of the component passing the 6-inch screen not more than 35 percent, by dry weight, shall pass the 2-inch U.S. Standard Sieve. Boulders larger than 24 inches need not be removed from the riverbed. Boulders left within the excavated areas shall not be nested together and shall be dispersed as directed. Materials from required excavation meeting the above requirements may be used as bedding stone. Material slightly finer than that specified herein may be used in fillets and in other places where space is limited. Occasional boulders larger than 24 inches may be used as bedding stone provided that they are placed individually at least 24 inches from the nearest cover stone and are completely surrounded with smaller bedding stone.

c. Cover Stone. - (1) All stone used in the cover stone layer shall be sound, compact, hard, dense, durable stone of good quality and highly resistant to weathering and disintegration under action of water and alternate freezing and thawing. The stone shall be free from cracks, seams, fissures, planes of weakness, or other undesirable qualities which might contribute to crumbling or breaking during handling

or placing or later weathering. The stone shall be free of all foreign material and shall weigh not less than 160 pounds per cubic foot. The stone shall be furnished by the contractor from sources approved by the Contracting Officer.

(2) The stone to be used will be accepted only after its suitability has been established to the satisfaction of the Contracting Officer. The stone will be inspected by a Government approved inspector at the sources before shipment and at the site of the work prior to placement. Preliminary approval of samples submitted shall not be construed as a waiver of the right of the Government to reject any stone which does not comply with the specifications. Approval of a source of stone shall not be construed as approval of all material from that source. The right is reserved by the Government to reject materials from certain localized areas, zones, strata, or channels, when such materials are determined to be unsuitable by the Contracting Officer.

(3) All stone shall be quarried stone in roughly rectangular or angular shapes. Flat slabs, boulders, and parts of boulders will be rejected. Not more than 2 percent of clean spalls resulting from loading, unloading, and shipment will be allowed in a carload or truckload. The stone to be furnished and deposited shall be of such dimensions that the least dimension shall not be less than  $\frac{1}{3}$  the greatest. Each individual cover stone shall weigh at least 3 tons and not over 5 tons and shall not be less than 30 inches in thickness.

(4) If, during the progress of the work, it is found that the stone being furnished by the contractor does not fully meet all the requirements of the specifications, the contractor shall be required to furnish at the contract unit price other stone of a quality acceptable to the Contracting Officer. The contractor shall dispose of all rejected stone in a manner approved by the Contracting Officer.

1-03. TESTING. - All necessary tests to determine suitability of materials will be made by, and at the expense of the Government. Samples of earth fill and bedding stone will be obtained by the Government at the point of placement. Samples of cover stone material will be submitted to the Contracting Officer by the contractor from his proposed source at least 21 days prior to placement of cover stone from the source. Cover stone samples shall consist of six pieces of rock each from 8 to 12 inches in maximum dimension and free from flat or elongated pieces.

1-04. OPENING AND DRAINAGE OF BORROW PIT. - The contractor shall notify the Contracting Officer sufficiently in advance of the opening of any excavation or borrow pit, to permit elevations and measurements to be taken of the undisturbed ground surface. Except as otherwise permitted, the borrow pit shall be excavated in a manner that will afford adequate drainage. Overburden and other spoil material shall be disposed of or used for special purposes, as directed. The borrow pit shall be neatly trimmed and left in such shape as will facilitate taking accurate measurements after the excavation is completed.

1-05. PROTECTION OF EXISTING SERVICE LINES AND UTILITIES STRUCTURES. - Existing utility lines that are shown on the drawings, or the locations of which are made known to the contractor prior to excavation that are to be retained, shall be protected from damage during excavation and backfilling, and if damaged, shall be repaired by the contractor at his expense. In the event that the contractor damages any existing utility lines that are not shown, or the locations of which are not known to the contractor, report thereof shall be made immediately to the Contracting Officer. If determined that repairs are to be made by the contractor, such repairs will be ordered under the clause of the GENERAL PROVISIONS of the contract entitled CHANGES.

1-06. EXCAVATION. - a. Clearing and Grubbing. - All areas to be covered with fill (earth or rock), bedding stone, or cover stone shall be cleared and grubbed. Clearing shall consist in the felling and satisfactory disposal of trees, other vegetation (except grass), together with down timber, snags, brush, and rubbish occurring within the areas to be cleared and grubbed including removal of portions of existing wooden structures. Trees within areas to be cleared and grubbed shall be cut off at any convenient height above the existing adjacent ground surface to facilitate the removal of the major root system by grubbing operations. Clearing operations shall be conducted so as to prevent damage by falling trees to trees left standing, to existing structures and installations, and to those under construction, and so as to provide for the safety of employees and others. Grubbing shall consist in the removal and disposal of all stumps, roots, logs or other timber more than 1-1/2-inches in diameter, matted roots and other debris to a depth of not less than 18-inches below any subgrade or slope. All depressions excavated below original ground surface for or by the removal of stumps and roots, shall be refilled with suitable material and compacted to make the surface conform to the surrounding ground line. Grubbing shall be performed prior to any excavation operation in the immediate area. All timber, logs, branches, stumps, roots, brush, rotten wood and other vegetation and refuse from the clearing and grubbing operations, shall be burned, except that, when permitted in writing by the Contracting Officer, logs and large stumps may be otherwise disposed of as elected by the contractor. Such permit will state the conditions covering the disposal of such logs and stumps without burning, including the areas in which they may be placed. Timber and other refuse to be disposed of by burning shall be burned at locations specified by the Contracting Officer, in a manner that will avoid all hazards, such as damage to existing structures, construction in progress, trees and vegetation. The contractor will be responsible for compliance with all Federal and State laws and regulations relative to the building of fires. Disposal by burning shall be kept under constant attendance until the fires have burned out or have been extinguished. All residue and partially burned material resulting from the burning operation shall become the responsibility of the contractor, and shall be removed by him from the job site or otherwise disposed of as directed by the Contracting Officer.

b. Excavation. - Excavation shall consist of the satisfactory removal of all materials of every description and of whatever substances encountered from within the excavation lines shown on the drawings and the satisfactory disposal of these materials in the permanent work or in the spoil area. The requirements in this paragraph do not apply to excavations for bedding stone in the river channel or for earth fill in the borrow area.

c. Disposal of Excavated Materials. - All suitable materials obtained from excavation, as defined above, may be used in the permanent work in accordance with the applicable paragraphs of this section of the specifications and the applicable drawings. Suitability of materials shall be determined solely by the Contracting Officer. All materials obtained from excavation not used in the permanent work, shall be disposed of in the spoil area indicated on the drawings or as approved by the Contracting Officer.

1-07. EARTH FILL CONSTRUCTION. - All earth fills shall be constructed to the lines, grades and cross sections shown on the drawings unless otherwise directed by the Contracting Officer. No earth fill material shall be placed in any inundated area unless specifically authorized by the Contracting Officer. Except for those portions to be placed on top of the existing dike, earth fills may be dumped, spread and graded to the finished lines and grades without compaction. Earth fills on top of the existing dike shall be spread in horizontal layers and, when feasible, shall be compacted by the controlled traffic of the construction equipment. The contractor shall maintain and protect all earth fill sections in a satisfactory condition at all times until final inspection and acceptance of the work under the contract.

1-08. PLACEMENT OF BEDDING STONE. - All bedding stone sections shall be constructed to the lines, grades and cross sections indicated on the drawings unless otherwise directed by the Contracting Officer. The contractor shall maintain and protect all bedding stone sections in a satisfactory condition at all times until final inspection and acceptance of the work under the contract. Bedding stone shall be placed in a manner to minimize segregation of the particle sizes by methods subject to prior approval by the Contracting Officer. Where cover stone is to be placed on the bedding stone section, the outer surface of the section shall be adjusted by mechanical equipment or other methods as required to permit placement of the cover stone within the specified tolerances. Where the bedding stone surface is to remain exposed, it shall be graded and worked by mechanical equipment or other methods as required to provide a smooth appearance.

1-09. PLACEMENT OF COVER STONE. - Cover stone shall be placed, by equipment suitable for handling material of the sizes specified, on a bedding layer as specified hereinbefore. Cover stone shall be placed in a single layer having an average thickness of 36-inches. All stones shall be placed individually. Each stone shall be laid flat upon the bedding stone so that a flat face forms the outer surface. Adjacent stone shall be selected with reasonable care as to size and shape and placed in close

contact, so as to leave a reasonable minimum of voids. A tolerance of plus or minus 6-inches from the slope lines and grades shown on the drawings will be allowed in the finished surface of the cover stone except that extremes of such tolerance will not be allowed in the exposed surfaces of adjacent stones. Reworking of the cover stone will be required as necessary to provide an exterior surface of reasonably smooth appearance within the above specified tolerance. Any cover stone broken during the hauling, unloading and placing operations so that it weighs less than 3 tons shall be discarded or replaced by the contractor at no additional cost to the Government.

1-10. PROTECTION. - Newly graded areas shall be protected from erosion, and any settlement or washing away that may occur from any cause, prior to acceptance, shall be repaired and grades reestablished to the required elevations and slopes, at no additional expense to the Government.

1-11. METHODS OF MEASUREMENT. - a. Excavation. - The unit of measurement for excavation will be the cubic yard, computed by the average end-area method from cross sections taken before and after the excavation operations. The yardage to be paid for will be the number of cubic yards of material, measured in its original position and removed from the excavation areas which material is acceptably utilized or disposed of as herein specified. The measurement will include the excavation below grade of unsuitable material, where ordered, and allowance will be made on the same basis for selected backfill ordered as replacement. The measurement will not include the yardage excavated without authorization beyond the approved slope lines, nor the yardage of any material used for purposes other than those directed. The measurement will not include the yardage of any excavation performed prior to the taking of elevations and measurements of the undisturbed grade. Fill will not be measured for direct payment. The forming of fills will be considered a subsidiary obligation of the contractor and will be covered under the contract unit price for earth fill. Clearing and grubbing will be considered a subsidiary obligation of the contractor and will be covered under the contract unit price for excavation.

b. Earth Fill. - The unit of measurement for earth fill will be the cubic yard. Yardage of earth fill to be paid for will be the number of cubic yards of earth fill excavated and acceptably disposed of in the dike or as otherwise directed, measured in the original position and computed by the average end-area method. The yardage of overburden stripped from the pit and the yardage of any excavation for ditches for draining the pit, unless used as earth fill material, will not be included in the yardage to be paid for. The measurement will not include the yardage of any excavation performed prior to the taking of elevations and measurements of the undisturbed ground. The placing of earth fill will be considered a subsidiary obligation of the contractor and will be covered under the contract unit price for earth fill.

c. Bedding Stone. - Bedding stone will be measured for payment on the basis of the number of cubic yards acceptably placed as computed from the neat lines and grades indicated on the drawings or as staked in the field.

BID FORM  
(CONSTRUCTION CONTRACT)

REFERENCE

Serial No. CIVENG-19-016-60-61

Read the Instructions to Bidders (Standard Form 22)  
This form to be submitted in DUPLICATE

DATE OF INVITATION

10 June 1960

NAME AND LOCATION OF PROJECT

REPAIR OF FLOOD CONTROL DIKE, LINCOLN, NEW HAMPSHIRE

TO: Area Engineer  
U. S. Army Engineer Area  
562 Congress Street  
Portland, Maine

(Date)

In compliance with your invitation for bids of the above date, the undersigned hereby proposes to furnish all labor, equipment, and materials and perform all work for Repair of Flood Control Dike,

at Lincoln, New Hampshire

in strict accordance with the specifications, schedules, drawings, and conditions for the consideration of the following amount(s)

See attached Unit Price Schedule

Supplement to Bid Form, Sheets No. 1 and 2, attached hereto forms a part of this bid as does attached Unit Price Schedule.

and agrees that, upon written acceptance of this bid, mailed, or otherwise furnished, within calendar days ( 60 calendar days unless a shorter period be inserted by the bidder) after the date of opening of bids, he will within 10 calendar days (unless a longer period is allowed) after receipt of the prescribed forms, execute Standard Form 23, Construction Contract, and give performance bond and payment bond on Government standard forms, if these forms are required, with good and sufficient surety or sureties.

(Continue on other side)



The undersigned agrees that if awarded the contract, he will commence the work within 15 calendar days after the date of receipt of notice to proceed, and that he will complete the work within \* calendar days after the date of receipt of notice to proceed.

\*For completion date or dates see Paragraph SC-1 of the specifications.  
The undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (Give number and date of each):

The undersigned represents (Check appropriate boxes):

- (1) That he ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is one that (a) is independently owned and operated, (b) is not dominant in its field of operation, and (c) with affiliates, had average annual receipts for the preceding three years of \$5,000,000.00 or less. (See Code of Federal Regulations, Title 13, Part 121, as amended, for additional information.)
- (2) (a) That he ☐ has, ☐ has not employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract; and  
(b) That he ☐ has, ☐ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (For interpretation of this representation, including the term "bona fide employee," see Code of Federal Regulations, Title 44, Chapter 1, Part 150.)
- (3) That he operates as an ☐ individual, ☐ partnership, ☐ corporation, incorporated in State of \_\_\_\_\_.

Enclosed is bid guarantee, consisting of

in the amount of

NAME OF FIRM OR INDIVIDUAL (Type or print)	(with residential addresses) FULL NAME OF ALL PARTNERS (Type or print)
BUSINESS ADDRESS (Type or print)	
BY (Signature in ink. Type or print name under signature)	
TITLE (Type or print)	

#### DIRECTIONS FOR SUBMITTING BIDS

Envelopes containing bids, guarantee, etc., must be sealed, marked, and addressed as follows:

Area Engineer  
U. S. Army Engineer Area  
562 Congress Street  
Portland, Maine

Bids may be delivered in advance to the Bids Receiving Desk on the Second Floor at the above address, or delivered directly to the Contracting Officer in the office of the Area Engineer on the Second Floor just prior to the bid opening.

**CAUTION:** Do not include in the envelope any bids for other work.

Bids should not be qualified by exceptions to the bidding conditions.



UNIT PRICE SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
1.	Excavation	2,800	C.Y.	\$ _____	\$ _____
2.	Earth Fill	300	C.Y.	_____	_____
3.	Bedding Stone	3,400	C.Y.	_____	_____
4.	Cover Stone	5,500	S.Y.	_____	_____
				TOTAL	\$ _____

NOTE: Bidders shall submit prices for all items of the Unit Price Schedule.  
The work will be awarded to one bidder.

SUPPLEMENT TO BID FORM  
(Construction Contract)

If a bid or modification to a bid based on unit prices is submitted and provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price, including lump sum units, in the bid schedule must be stated or, if it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a prorata basis to every unit price in the bid schedule.

In case of error in the extension of prices, the unit price will govern.

The bidder warrants that he has available or under his control, plant of the character and in the amount required to complete the proposed work within the specified time.

It is hereby warranted that in the event award is made to the bidder, there will be furnished under this contract, or used in the performance of the work covered by this contract, only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced or manufactured, as the case may be, in the United States, except as noted below or otherwise indicated in this bid or authorized in the invitation.

Mistakes in Bids. - The bidder hereby waives that portion of any alleged mistake or mistakes in his bid which falls within the following amount:

If bid is \$250,000 or less---5% of the bid;

If bid is more than \$250,000 and less than \$500,000-\$12,500 plus 4% of the bid over \$250,000;

If bid is \$500,000 or more and less than \$1,000,000-\$22,500 plus 3% of the bid over \$500,000;

If bid is \$1,000,000 or more--\$37,500 plus 2% of bid over \$1,000,000

In cases where the allegation of mistake exceeds the above waived amounts and the request for correction is allowed, such amount will be excluded from the contract price; however, the amount waived as provided herein will not be deducted for the purpose of evaluating bids to determine the low bidder.

The above waiver does not apply to any clerical mistake which is obvious or apparent on the face of the bid including but not limited to (1) a mistake in the extension of a unit price or prices; (2) a mistake in totaling the sums of various bid items; (3) obviously misplaced decimal point or (4) failure to insert the unit price where amount intended can be determined from face of bid.

This clause is not applicable to allegations of mistakes which, if allowed would result in a reduction in the bid price.